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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 October 22, 2024

October 22, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

EDWARD YEN
EXECUTIVE OFFICER

**CONVEYANCE OF THE COUNTY OF LOS ANGELES-OWNED REAL PROPERTY
TO THE CITY OF SANTA CLARITA
ASSESSOR'S IDENTIFICATION NUMBERS:
2812-008-900 (PORTION) AND 2812-008-901 (PORTION)
28700 BOUQUET CANYON ROAD, SANTA CLARITA
(FIFTH DISTRICT) (4 VOTES)**

SUBJECT

Approve necessary findings under the California Environmental Quality Act (CEQA) and authorize the sale of approximately 9.93 acres of County-owned real property (Property), which is a portion of the 29.89 acre land commonly known as Probation Camp Joseph Scott (Camp Scott), thus reducing Camp Scott to approximately 19.96 acres, located in the City of Santa Clarita (City), to the City for use by the City for roadway, highway, and drainage purposes and associated uses.

IT IS RECOMMENDED THAT THE BOARD:

1. Acting as a responsible agency for the City-proposed and City-approved Bouquet Canyon Residential and Roadway Realignment Project:
 - (1.A) Consider the Final Environmental Impact Report (EIR) for the Bouquet Canyon Project (Project) and Addendum No. 2 to the Bouquet Canyon Residential and Roadway Realignment Project EIR (Addendum No. 2) prepared and certified by the City as lead agency, which describes the sale of the Property to the City, and the site improvements to Camp Scott site consisting of a sewer relocation, security perimeter fencing and lighting, and an access road along said perimeter fencing (Improvements) to be provided by the City, which will be constructed and installed by the Project's residential developer, Lennar Homes of California, Inc. (Lennar), as part of the sale agreement;

(1.B) Certify that the Board, on behalf of the County, has independently reviewed and considered the information contained in the EIR and Addendum No. 2 and reached its own conclusions regarding the environmental effects of the County's approvals related to the Project as shown in the Final EIR and Addendum No. 2;

(1.C) Review and adopt the City's Mitigation Monitoring and Reporting Program as applicable to the Project;

(1.D) Find that the City's Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures related to the County's approvals during Project implementation;

(1.E) Determine that the significant adverse effects of the Project have been reduced to an acceptable level, as outlined in the Environmental Findings of Fact, which findings are adopted and incorporated herein by reference, as applicable to the County's approvals; and

(1.F) Find that the sale and related recommendations herein and construction and installation of the Improvements to Camp Scott are within the scope of the City's EIR and Addendum No 2.

2. Find that the Property proposed to be conveyed to the City for use by the City for roadway, highway, and drainage purposes is exempt surplus land, pursuant to Government Code Section 54221(f)(1)(D) and, therefore, not subject to the requirements for the disposition of surplus land pursuant to the California Surplus Land Act.

3. Approve the sale and transfer of the County's right, title, and interest in the Property to the City, pursuant to Government Code Section 25365, for the amount of \$180,000 and delegate authority to the Chief Executive Officer, or her designee, to execute the Purchase and Sale Agreement, Quitclaim Deed; and any other documents, including escrow documents and amendments, approved as to form by County Counsel, which are necessary to complete the conveyance, including the Covenant and Agreement with the City to use the Property for roadway, highway, and drainage purposes only.

4. Approve the construction of the Improvements to be constructed and installed by the City's developer, Lennar, at Camp Scott, and to be accepted by the County upon completion and approval of the Improvements by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to comply with CEQA as a responsible agency and to determine that the proposed land sale and related actions, and the Improvements to be constructed by the City's developer, Lennar, at Camp Scott, are within the scope of the EIR and Addendum No. 2 prepared by the City, as lead agency under CEQA; and approve the sale of the Property to the City and the Improvements to be constructed at the County's Camp Scott as a condition of the sale to the City. Said Improvements to Camp Scott are a component of the City's Project. The purpose of the recommended actions is to authorize the sale of the Property to the City for the construction of roadway, highway, storm, and drainage basins to serve the City and its residents. Additionally, as a condition of the sale of the land and in addition to the purchase price, the City will be required to construct the Improvements at Camp Scott to the County's Probation Department's (Probation) specifications.

The Property proposed to be sold to the City totals approximately 9.93 acres and consists of vacant land located between the northerly, exterior perimeter fence of the existing and operating Camp Scott and southerly of the City-owned, two-lane Bouquet Canyon Road. The City approved a Project to improve the existing Bouquet Canyon Road into a four-lane road, and construct storm

drainage/retention basins and a flood control channel as mitigation measures for a proposed residential tract map development. The proposed residential tract map development was approved by the City on November 10, 2020, and is to be constructed by Lennar on the northerly side of Bouquet Canyon Road. The widening of the two-lane Bouquet Canyon Road and associated channel and basins would be constructed on the Property after it has been sold to the City. As additional consideration for the proposed sale of the Property, the City has agreed to construct the Improvements to serve Camp Scott that will belong to the County following completion of construction and approval of the Improvements by Probation.

Implementation of Strategic Plan Goals

The proposed conveyance supports North Star 1 – Make Investments that Transform Lives and North Star 3 – Realize Tomorrow’s Government Today. This conveyance is also consistent with the Strategic Asset Management Goal – Maximize use of County space and achieve cost savings – and Key Objective No. 3 – Optimize Real Estate Portfolio. The conveyance of the Property will eliminate County exposure to any potential liability, reduce maintenance costs related to the ownership of the Property, provide infrastructure Improvements to Camp Scott at the City’s cost, reduce traffic at the entrance to Camp Scott, and will allow the City to proceed with providing housing to the local community.

FISCAL IMPACT/FINANCING

The conveyance of the Property to the City will have no fiscal impact. The Property will be maintained and operated by the City upon conveyance and will be transferred to the City for its purchase price of \$180,000 based on an appraisal performed by a County-contracted appraiser, with no cost to the County for the conveyance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed conveyance of the Property to the City is authorized by section 25365(a) of the California Government Code, which authorizes the conveyance of real County property to a city upon the terms and conditions as are agreed upon and without complying with any other provisions of this code.

As required by Government Code Section 65402, notification of the proposed conveyance was submitted to the City’s Planning Department, which has jurisdiction for determining conformance with the adopted general plan. No objection to this conveyance was received within the 40 days after the notification was provided.

The parcel is exempt from the provisions of the Surplus Land Act because it is being transferred to another local agency, as defined in Government Code Section 54221(f)(1)(D).

County Counsel has reviewed the Purchase and Sale Agreement, Covenant and Agreement (Covenant), and Quitclaim Deed (Deed) related to the proposed conveyance and has approved it as to form.

If the transaction is approved, the Covenant and the Deed for the Property will contain restrictions, including but not limited to the following: (1) the Property is to be used for road, highway, and drainage purposes and associated uses; (2) at no time and under no circumstances shall habitable structures be constructed on the Property; (3) upon completion of the City roadway, highway, and drainage improvements on the Property, the City shall hire a licensed surveyor who will set

permanent corners for the new property line; (4) prior to the one-year anniversary of the close of escrow, as described herein, the City shall commence construction of the Improvements, as approved by the County; and (5) in the event that the County determines that the City or its successor is not complying with these restrictions, then the City or its successor, shall execute a grant deed, and all right, title, and interest in and to the Property shall revert back to the County upon providing a 30-day notice to City or its successor of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County. Furthermore, the City would be responsible for obtaining a performance bond to ensure the Improvements on the Camp Scott property are completed.

ENVIRONMENTAL DOCUMENTATION

The City, as lead agency for the Bouquet Canyon Project, certified an EIR on November 10, 2020. The County, is acting as responsible agency for the Bouquet Canyon Residential and Roadway Realignment Project, which consists of the sale of 9.93 acres of County land within the County's Camp Scott property to the City; and approving the construction of Improvements at Camp Scott, to be constructed by Lennar on behalf of the City. The City, as lead agency under CEQA, certified an Addendum No. 2 to the EIR for the Project on June 25, 2024, by the City Council. Environmental impacts of the proposed sale of land and the Improvements at Camp Scott were analyzed and are within the scope of the City's EIR and Addendum No 2. No further findings are necessary under CEQA. The Findings and Mitigation Monitoring and Reporting Program adopted by the City are adopted, as applicable, to the County's actions.

The location of documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is the Chief Executive Office Real Estate Division and can be found at the following link: <https://santaclarita.gov/planning/environmental-impact-reports-completed/bouquet-canyon-project-master-case-no-18-089/>.

The custodian of documents and materials in this matter is the Chief Executive Office, Real Estate Division located at the Hall of Records 320 West Temple Street 7th Floor, Los Angeles, CA 90012.

Upon the Board's approval of the recommended actions, a Notice of Determination will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Planning and Research in accordance with Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Property will be maintained by the City upon transfer. This conveyance will eliminate the County's potential need to maintain the Property and reduce the cost of the County's potential liabilities.

The Honorable Board of Supervisors

10/22/2024

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Respectfully submitted,



FESIA A. DAVENPORT

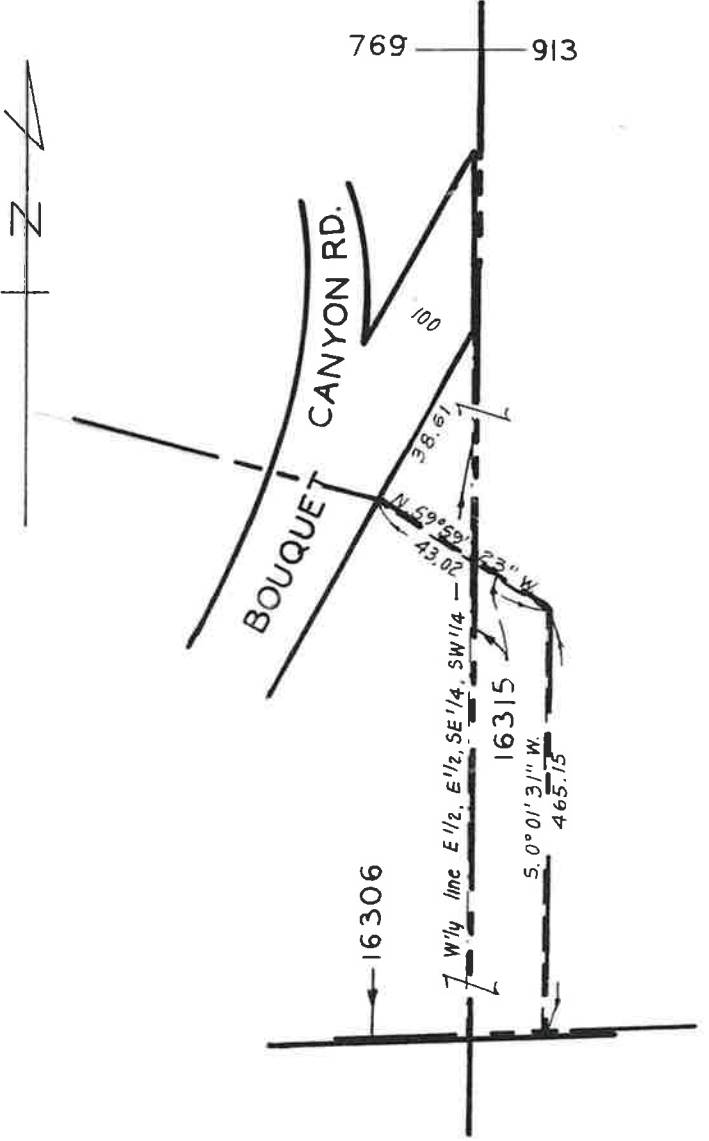
Chief Executive Officer

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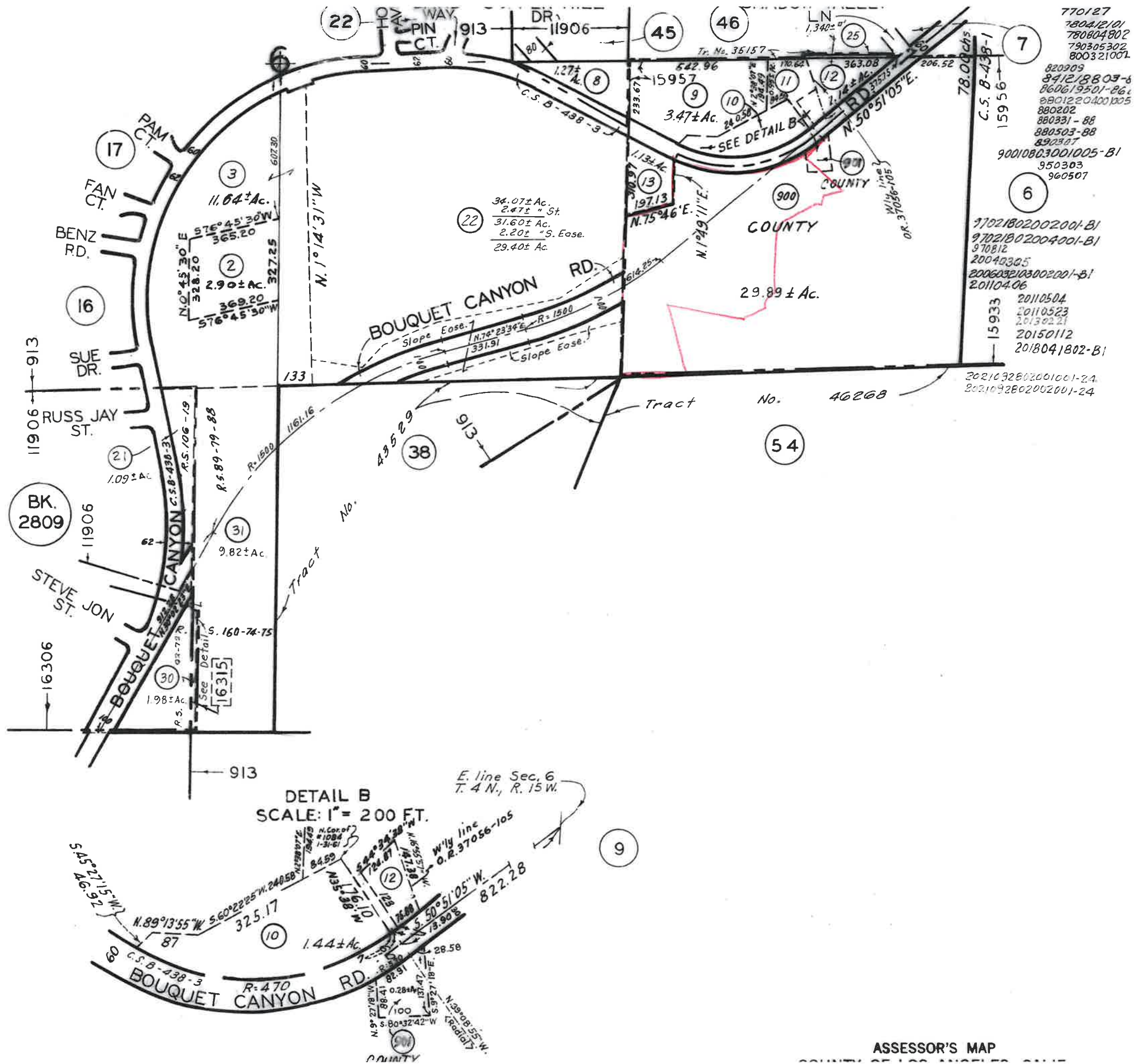
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Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Probation



DETAIL
 NO SCALE



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DETAIL B
 SCALE: 1" = 200 FT.

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is made and entered into this ____ day of _____, 2024, by and between the City of Santa Clarita, a municipal corporation ("City" or "Buyer"), and the County of Los Angeles, a body corporate and politic ("Seller" or "County"). Each of County and Buyer are occasionally referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, County is the owner of a certain parcel of real property which is located within the County's Probation Camp Scott ("Camp"), located at 28700 Bouquet Canyon Road, Santa Clarita, CA 91390. The Camp is operated by the County's Probation Department ("Probation") and is currently active and used by the County Probation Department for incarceration of probationers and related functions.

B. WHEREAS, such parcel of real property, legally described on the attached Exhibit "A" and depicted in Exhibit "B" ("Property"), consists of approximately 9.93 acres identified as portions of Assessor Parcel Numbers 2812-008-900 and 2812-008-901, located in the City of Santa Clarita, County of Los Angeles. Exhibit "A" and Exhibit "B" are each incorporated herein by this reference.

C. WHEREAS, Buyer has expressed interest in purchasing the Property for the purposes of constructing a four-lane highway and drainage improvements to serve the residents of the City and the County, and to alleviate traffic concerns as a result of a proposed adjacent residential development.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and Buyer, the Parties hereto agree as follows:

AGREEMENT

1. Use. Buyer covenants that it will acquire the property for roadway, highway and drainage purposes and associated uses. Buyer shall incorporate the road and highway improvements into Buyer's road and highway system and in compliance with all deed restrictions, covenants and conditions as further described in Section 6 and Section 7 of this Agreement. Buyer shall incorporate the drainage improvements into the City's drainage system or into the Los Angeles County Flood Control District's system.

2. Sale and Purchase of Property. County agrees to sell and convey to Buyer, and Buyer agrees to purchase from County, at the price and upon the terms, provisions and conditions set forth in this Agreement, the Property (as previously defined).

3. Purchase Price. The purchase price for the Property is One Hundred Eighty Thousand and NO/100 Dollars (\$180,000.00) ("Purchase Price").

4. Transfer of Property Interest.

4.1 Escrow. Within ten (10) business days following County's execution of this Agreement, the Parties shall open an escrow account ("Escrow") with Commonwealth Land Title Company ("Escrow Holder"). This Agreement shall constitute the basic Escrow instructions for the purpose of consummating the transaction contemplated by this Agreement.

4.1.1 Escrow Holder is authorized to, when conditions of Escrow have been fulfilled by County and Buyer: (a) record the Quitclaim Deed, (b) disburse the Purchase Price to County by wire transfer of immediately available funds to an account specified by County or as otherwise specified by County, (c) deliver copies of the Escrow closing statements to both Parties, and (d) deliver, as instructed, any items or documents given to Escrow Holder to hold on behalf of both Parties.

5. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, escrow fees, the cost of any title insurance policy, and all documentary transfer taxes (to the extent applicable to a conveyance of land by the County), the cost of an updated preliminary title report and copies of all documents referenced therein (all of which shall be shared with County at no cost to County), the cost of environmental review and filing fees, including compliance with CEQA (as hereinafter defined) and CEQA's required posting fees at the County's Registrar-Recorder, a Certificate of Compliance (if Buyer in its discretion elects to obtain a Certificate of Compliance), recording fees, any costs and expenses related to compliance with the Subdivision Map Act, and any other miscellaneous customary charges and fees.

6. Sewer Lateral Line Replacement. Concurrently with construction of Bouquet Canyon, Buyer shall cause the removal of the existing sewer lateral line that serves the Camp property, as shown on Exhibit "C", and install a new 18" sewer lateral line to serve the Camp property. Said existing sewer lateral will be abandoned and removed and relocated in a scope of work and time schedule to be reviewed and approved by the County before City commencing work on said lateral sewer line relocation. Said sewer lateral line relocation work is to be completed per plan No. CC 8435-R reviewed and approved by the County's Department of Public Works ("DPW") on February 14, 2022 and approved by the County's Probation Department ("Probation"). Prior to commencing sewer lateral line relocation work, Buyer shall coordinate with Probation to ensure the work does not interfere with Camp operations. The work shall be deemed complete upon acceptance of the sewer later line improvements by the County.

7. Conveyance and Closing Date. The date on which the Quitclaim Deed, attached hereto as Exhibit "D", and incorporated herein by this reference, for the Property is recorded shall be referred to hereinafter as the "Closing Date." The Closing Date is to occur within thirty (30) days following the opening of Escrow, or at such other time as the parties may agree to in writing. The Quitclaim Deed, duly executed and authorized by County, shall be subject to:

7.1 All non-delinquent taxes, interest, penalties and assessments of record, if any;

7.2 Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any.

7.3 County's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

7.4 At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property.

7.5 Upon completion of the City improvements on the Property, Buyer shall hire a licensed surveyor who will set permanent corners for the new property line.

7.6 Buyer shall consult with the County prior to the design or construction of any changes or improvements that would have any potential impacts on the drainage system or the adjoining Camp property located at 28700 Bouquet Canyon Road, Santa Clarita. Buyer shall not make any changes or improvements to its operation and maintenance of the Property that increases storm water or any other run-off onto the Camp property. In the event any damage is caused to the Camp property as a result of Buyer's increased storm water and/or run-off, Buyer will be responsible for the cost of County repairing and or replacing any and all damage caused to the Camp property.

7.7 Prior to the one (1) year anniversary of the close of escrow, as described herein, Buyer shall commence construction of Camp property improvements ("Improvements") consisting of a sewer line relocation, as described above in Section 6, new fence, an access road, and lighting fixtures and equipment as approved by the County. Commencement of construction of Improvements shall be defined as issuance of building permits by DPW. Said fencing and lighting improvements will be constructed on the new property line between the Property and the County-owned Camp property. Said details of the lighting and fencing plan including the material, road width, location, height specification, and electrical and lighting specifications will be reviewed and approved by the County prior to commencement of construction. Buyer is responsible for obtaining all necessary County approvals, local jurisdiction approvals, and CEQA approvals prior to commencing work. Upon obtaining said approvals, and before commencing said fencing and lighting work, Buyer shall coordinate with Probation to ensure the work does not interfere with Camp operations. The work shall be deemed complete upon acceptance of the fencing, access road, and lighting improvements by the County.

7.8 If County determines that the record owner of the Property is not complying with the restrictions in Section 7 of this Agreement ("Default Condition"), the County will give written notice to the record owner of the Property and the record owner shall have thirty (30) days from the date of the notice to cure the Default Condition. If the Default Condition is not so cured within the thirty (30) day timeframe, County may elect, at its sole discretion, to: (a) cure said Default at record owner's cost, or (b) file an action seeking specific performance of the record owner's restrictions/obligations.

7.9. For purposes of both this Agreement and the related Quitclaim Deed, the following terms shall have the following definitions:

7.7.1 "Habitable Structure" is any enclosed structure having any type of electrical and/or plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and/or (2) bathroom facilities including toilets, sinks, tubs, and showers.

7.7.2 "Record Owner" means the Buyer and any successor or assign, including without limitation any future buyers or owners of the Property.

8. Camp Property Improvement Construction Budget, Payment and Performance Bonds. Upon request by County, City shall provide to County a construction budget for said improvements

to be constructed by the City to the Camp property. Said construction budget shall include an itemized list of costs for all labor, improvements, materials, and contingencies for the sewer line relocation, access road construction, fencing and lighting installation, and any other construction items requested by County. City, at its own cost and expense, shall also furnish County with Payment Bond and Performance Bond for the cost of the improvements to be constructed for the Camp property, as set forth below in Sections 8.1 and 8.2 below. Both the Payment Bond and Performance Bond must (a) be in form and content reasonably satisfactory to County and (b) have a General Policyholders Rating (as defined in the A.M. Best's Key Ratings Guide) equal to or better than A-VII.

8.1 Performance Bond. City, or City's contractor performing the Camp property improvements ("General Contractor"), shall have delivered to County (a) a corporate surety performance bond ("Performance Bond") issued by a surety company licensed to transact business as such in the State of California and reasonably acceptable to County, with General Contractor as principal, said issuer as surety, and County as obligees, in an amount not less than one hundred percent (100%) of the projected cost to complete the improvements, and (b) a written certification from City, or its General Contractor, that all contracts for labor and materials related to the Project shall be provided by the General Contractor. The written certification, Performance Bond, and its issuer shall be in all material respects reasonably satisfactory to County. The Performance Bond shall assure full and satisfactory completion by the General Contractor of the Camp property improvements.

8.2 Payment Bond. City, or the General Contractor, shall have delivered to County (a) a corporate surety payment bond ("Payment Bond"), issued by a surety company licensed to transact business as such in the State of California, and reasonably acceptable to County, with General Contractor as principal, said issuer as surety, County as obligees, in a sum equal to one hundred percent (100%) of the total construction cost anticipated to be incurred in connection with completion of the Camp property improvements as outlined in the construction budget, and (b) a written certification from City or its General Contractor that all contracts for labor and materials related to the Camp property improvements shall be provided by the General Contractor that is providing such Payment Bond. The Payment Bond shall guarantee payment for all materials, provisions, supplies and equipment used in, upon, for or about the completion of the Camp property improvements, or for labor done thereon of any kind whatsoever, and shall protect County from any and all liability, loss or damages arising out of or in connection with any failure to make any such payments. The written certification, Payment Bond, and its issuer shall be in all material respects reasonably satisfactory to County.

9. Indemnification.

9.1 Hold Harmless and Indemnification. Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to the Property arising out of events or conditions first occurring during Buyer's period of ownership of the Property and/or at any time that Buyer has or had any use of or interest in the Property whether by license, permit, fee title or leasehold. Additionally, and without limiting the foregoing sentence, Buyer shall defend, indemnify, and hold County Indemnified Parties free and harmless from and against any and all liabilities, damages, claims, costs, losses and expenses (including without limitation, attorneys'

fees, legal expenses and consultants' fees) arising from (i) any breach of any covenant or other obligation of Buyer under this Agreement or the Quitclaim Deed, (ii) Buyer's use, operation or maintenance of the Property, and (iii) any alleged noncompliance with or violation of any Applicable Laws by Buyer relating to the Property.

9.2 "Hazardous Materials. Buyer shall indemnify, protect, defend, and hold harmless the County Indemnified Parties from and against any and all claims, actions, liabilities, losses, fines, penalties, civil liabilities, costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by the County Indemnified Parties, or any of them, to the extent resulting from (i) the discovery and/or introduction by Buyer or any of its employees, agents, invitees, guests or contractors (collectively, "Buyer Parties") into or about the Property of hazardous materials, (ii) the usage, storage, maintenance, generation, production, or disposal, release, or discharge of hazardous materials in or about the Property by Buyer or Buyer Parties, and (iii) any injury to or death of persons or damage to or destruction of the Property or remediation requirement or duty resulting from the use, introduction, production, storage, generation, disposal, disposition, release or discharge of hazardous materials by Buyer or Buyer Parties. and (iv) any failure of Buyer to observe the covenants of this Agreement and/or County, City and State covenants. From and after the Closing Date, Buyer shall bear sole responsibility for compliance at its cost with all Applicable Laws pertaining to the Property, including without limitation, in respect of any investigation, cleanup or remediation order issued by any Federal, California or other governmental or quasi-governmental agency or body with respect to the existence of hazardous materials in, on, under or beneath the Property. Buyer shall bear sole responsibility for the removal of all contaminated materials, toxic or hazardous substances, and asbestos.

9.3 Intentionally deleted.

9.4 Property Inspection Indemnification. In the event Buyer, its agents, or assignees access the Property at any time prior to the Closing Date to conduct such Property inspections as it deems appropriate, and without limiting any of Buyer's other indemnification obligations under this Agreement, Buyer shall indemnify, defend, protect and hold County Indemnified Parties harmless from and against any and all claims, losses, liabilities, suits, actions, costs or expenses (including reasonable attorneys' fees) arising out of any hazardous materials uncovered, exposed, and/or released, used, stored or brought onto the Property during such inspections.

9.5 Definition. The term "hazardous materials" includes, but is not limited to, asbestos, all petroleum products and all hazardous materials, pesticide contamination including but not limited to herbicides, arsenic, thallium, and warfarin, hazardous wastes and hazardous or toxic substances as defined or designated in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) (including specifically any element, compound, mixture or solution); the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.); and California Health and Safety Code Section 25316, including such hazardous or toxic substances or wastes as are identified, defined, or listed elsewhere where such identifications, definitions or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, the term "hazardous materials" includes, but is not limited to, any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321 et seq.); any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act (42 U.S.C. §§ 1317(a), et seq.); any hazardous air pollutant listed under Section 112 of the Clean Air Act (42 U.S.C. §§ 7412, et seq.); any imminently hazardous chemical substance or mixture with respect

to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, et seq.); and any hazardous waste identified in Chapter 11 of Title 22 of the California Code of Regulations (22 C.C.R. §§ 66261.1 et seq.) The term "hazardous materials" also includes, but is not limited to, any substance, material or compound generally referred to as such by commonly accepted industry practices or standards. "Applicable Laws" means all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, resolutions, covenants, restrictions, or administrative or judicial determinations of every governmental authority and of every court or agency claiming jurisdiction over County, Buyer or the Property, whether enacted or in effect as of the date of this Agreement or thereafter.

9.6 The indemnities provided by this Section 8 and elsewhere in this Agreement shall survive past the Closing Date.

10. Contingencies for Closing.

10.1 Buyer's Contingencies for Closing. Buyer's obligation to consummate the transaction set forth in this Agreement is contingent upon: (i) County's delivery of a Quitclaim Deed substantially in the form of Exhibit "D" attached hereto to the Title Company as provided in Section 11; and (ii) County's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Buyer shall allow County a reasonable opportunity to cure by a reasonable method; if County fails to cure, Buyer may, in writing, terminate this Agreement, and thereafter the Parties shall have no further obligations pursuant to this Agreement. If Buyer does not object to County's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing Date.

10.2 County's Contingencies for Closing. County's obligation to consummate the transaction set forth in this Agreement is contingent upon: (i) the County Board of Supervisors' ("Board") approval of this Agreement and the sale of the Property; (ii) the Board's completion of all required review and determinations in compliance with CEQA, which may include the filing of a Notice of Exemption or Notice of Determination with the County Recorder's office; (iii) Buyer's deposit of the Purchase Price into Escrow no later than two (2) business days prior to the Closing Date; (iv) Buyer shall have paid, or deposited into Escrow, all costs described in Section 5 of this Agreement; (v) Buyer's delivery of Covenant for Maintenance of Drainage, and Covenant for Use Restrictions substantially in the form of Exhibit "E" attached hereto to Escrow Holder; and (vi) true and correct representations, warranties and covenants by Buyer as of the Closing Date. Upon non-satisfaction of any one of the above conditions, County shall allow Buyer a reasonable opportunity to cure by a reasonable method; if Buyer fails to cure, County may, in writing, terminate this Agreement, and thereafter the Parties shall have no further obligations pursuant to this Agreement. If County does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing Date.

10.3 Buyer's and County's Remedies. In the event of Buyer's or County's failure for any reason to consummate the transaction contemplated by this Agreement, the Parties' sole remedy shall be termination of this Agreement, return by Escrow Holder of the Purchase Price to Buyer if it has been delivered into escrow, and return of all other items or documents held in escrow by Escrow Holder to the originating Party. Neither Party shall have any further obligations or liabilities to the other Party, except for obligations that expressly survive termination of this Agreement. Buyer and County hereby waive, as to each other, any right to recover any and all damages as a result of the other Party's default in its obligation to proceed to Closing in accordance with this Agreement or as a result of any condition to Closing not being satisfied.

11. Title. Buyer understands that the Property is being sold "as is" without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that County will not provide a policy of title insurance and makes no representations or warranties as to condition of title. County recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer has engaged the Title Company to prepare a preliminary title report (which Buyer has heretofore received) and to issue a policy of title insurance in favor of Buyer effective as of the Closing. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

12. Recording. County shall prepare the Quitclaim Deed indicating title to the Property to be vested in the name of the Buyer as follows: City of Santa Clarita, a municipal corporation, and County shall deliver the Quitclaim Deed to the Title Company to be recorded in the official records of the Registrar/Recorder, County of Los Angeles ("Recorder").

13. Delivery of Deed. County shall transmit to Buyer a copy of the Quitclaim Deed stamped by the Los Angeles County Recorder. The original Quitclaim Deed shall be mailed to the Buyer by the Recorder at the address for notice to Buyer as set forth in Section 17 hereof.

14. Condition of the Property.

14.1 Buyer acknowledges that Buyer is purchasing the Property "AS IS," "WHERE IS" AND "WITH ALL FAULTS" solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied or otherwise, has been made by County or County's agents, including without limitation, as to the Property's uses, safety or fitness for any particular purpose. Any information given or disclosure made to Buyer by County or County's agents concerning the Property shall not constitute a representation or warranty made by County. Buyer is currently in possession of the Property and has been provided the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property, if required to do so under Applicable Law. Furthermore, Buyer shall assume responsibility for compliance with and assume the cost and expense for all regulatory compliance and compliance with all Applicable Laws related to the former use of the Property.

14.2 County has disclosed to Buyer the following information that impacts Buyer's use of the Property:

14.2.1 Inadequate maintenance of the existing drainage system, overwatering and/or poor irrigation system maintenance would potentially result in adverse impacts to the adjacent County Camp property.

14.2.2 Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of, the Property or that other conditions are not known to County.

14.3 Buyer also acknowledges that it is aware of all zoning regulations, conditional use permits other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition. Buyer acknowledges that the Property may not be a legal lot and Buyer shall be responsible for complying with the Subdivision Map Act and all other Applicable Laws and waives any and all claims related thereto and indemnifies the County Indemnified Parties from and

against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to the Subdivision Map Act.

14.4 Without limiting the generality of Section 13.5 below, Buyer waives any and all claims, caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and Buyer agrees to indemnify, defend, save and hold harmless the County Indemnified Parties from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.

14.5 Upon the Closing Date, Buyer shall assume the risk that adverse matters, including but not limited to, adverse physical, environmental, hazardous materials, safety, zoning, access or other conditions, may not have been revealed by Buyer's investigations. Buyer releases the County Indemnified Parties from, and waives any and all liability, claims, demands, damages and costs (including attorneys' fees and expenses) of any and every kind or character, known or unknown, for, arising out of, or attributable to, any latent or patent issue or condition at the Property, including without limitation, claims, liabilities and contribution rights relating to the presence, discovery or removal of any hazardous materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based thereon. It is the intention of the Parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and City further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that City nevertheless hereby intends to release, discharge and acquit County Indemnified Parties from any such unknown losses, damages, liabilities, costs and expenses. City acknowledges that the foregoing acknowledgments, releases and waivers were expressly bargained for, are material consideration for Seller's sale of the Property to City, and shall survive the Closing Date.

City does hereby knowingly waive any and all rights and protections under California Civil Code Section 1542 which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

15. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to City upon recordation of the Quitclaim Deed.

16. Brokerage Commission. City and Seller hereby acknowledge and represent there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each Party shall indemnify and hold the other Party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either Party with respect to the transaction contemplated hereunder.

17. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the Parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

18. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either Party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the Parties as follows:

Seller: County of Los Angeles
Chief Executive Office - Real Estate Division
County of Los Angeles
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attention: Joyce Chang, Senior Manager

City: City of Santa Clarita
Attention: City Manager
23920 Valencia Boulevard, Suite 120
Santa Clarita, CA 91355

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

19. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

20. County Lobbyist Ordinance. City is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

21. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

22. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties hereto.

23. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

24. Waivers. No waiver by either Party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provision.

25. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

26. No Presumption Regarding Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

27. Assistance of Counsel. Each Party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

28. Required Actions of City and Seller. City and Seller agree to execute all such instruments and documents and to take all action as reasonably may be required in order to consummate the purchase and sale herein contemplated.

29. Power and Authority. The Parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising City or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

30. Assignments. Neither this Agreement nor any interest herein shall be assignable by either Party without prior written consent of the other.

31. Survival of Certain Provisions. Except as otherwise provided in this Agreement, the Parties acknowledge and agree that the covenants, indemnities and liabilities herein shall survive the consummation of the sale of the Property and recordation of the Quitclaim Deed.

32. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

33. Entire Agreement. This Agreement contains the entire agreement between the Parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and City.

[Signature Page Immediately Follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER:

CITY OF SANTA CLARITA,
a municipal corporation

By: _____
City Manager

SELLER:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/ County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER:

CITY OF SANTA CLARITA,
a municipal corporation

By:



City Manager

SELLER:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By:

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Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/ County Clerk

By:

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:

Deputy

EXHIBIT "A"

LEGAL DESCRIPTION

APNs: 2812-008-900 (PORTION) and 2812-008-901

EXHIBIT " A "
LEGAL DESCRIPTION

GRANT DEED
IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE

1. ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 NORTH $01^{\circ}56'28''$ EAST 705.26 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN DEED TO LENNAR HOMES OF CALIFORNIA, INC. RECORDED JANUARY 5, 2021 AS INSTRUMENT NO. 20210011374, OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE
2. ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 NORTH $78^{\circ}07'43''$ EAST 197.13 FEET TO EASTERLY TERMINUS THEREOF; THENCE
3. ALONG THE EASTERLY LINE SAID PARCEL 3 NORTH $04^{\circ}10'54''$ EAST 170.58 FEET TO A POINT ON THE SOUTHERLY LINE OF BOUQUET CANYON ROAD, 60 FEET WIDE, AS DESCRIBED IN DEED RECORDED IN BOOK 9677 PAGE 116, OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 530.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH $26^{\circ}17'32''$ EAST; THENCE
4. EASTERLY ALONG SAID SOUTHERLY LINE OF BOUQUET CANYON ROAD AND SAID CURVE THROUGH A CENTRAL ANGLE OF THE $65^{\circ}21'39''$ AN ARC DISTANCE OF 604.60 FEET; THENCE
5. TANGENT TO SAID CURVE AND ALONG THE SOUTHEASTERLY LINE OF SAID BOUQUET CANYON ROAD NORTH $50^{\circ}55'53''$ EAST 76.10 FEET TO A POINT OF CUSP AT THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 725.00 FEET; THENCE
6. LEAVING SAID SOUTHEASTERLY LINE AND SOUTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $5^{\circ}26'57''$ AN ARC DISTANCE OF 68.95 FEET; THENCE
7. TANGENT TO LAST SAID CURVE SOUTH $45^{\circ}28'56''$ WEST 76.88 FEET; THENCE
8. SOUTH $48^{\circ}48'27''$ EAST 218.24 FEET; THENCE
9. SOUTH $75^{\circ}34'31''$ WEST 79.68 FEET; THENCE
10. SOUTH $29^{\circ}23'24''$ WEST 38.13 FEET; THENCE
11. SOUTH $69^{\circ}20'45''$ WEST 22.39 FEET; THENCE
12. SOUTH $89^{\circ}22'17''$ WEST 12.99 FEET; THENCE
13. SOUTH $56^{\circ}08'08''$ WEST 26.43 FEET; THENCE
14. SOUTH $66^{\circ}56'20''$ WEST 38.04 FEET; THENCE
15. SOUTH $74^{\circ}41'15''$ WEST 34.10 FEET; THENCE

EXHIBIT " A "
LEGAL DESCRIPTION
(CONTINUED)

16. SOUTH 64°38'39" WEST 33.33 FEET; THENCE
17. SOUTH 43°29'36" WEST 24.22 FEET; THENCE
18. SOUTH 25°22'24" WEST 31.59 FEET; THENCE
19. SOUTH 22°29'05" WEST 13.44 FEET; THENCE
20. SOUTH 13°38'43" WEST 16.55 FEET; THENCE
21. SOUTH 08°11'01" WEST 18.02 FEET; THENCE
22. SOUTH 00°36'57" EAST 197.79 FEET; THENCE
23. SOUTH 38°59'38" WEST 75.29 FEET; THENCE
24. SOUTH 10°17'30" WEST 26.48 FEET; THENCE
25. SOUTH 66°28'19" WEST 87.15 FEET; THENCE
26. NORTH 77°33'24" WEST 148.88 FEET; THENCE
27. NORTH 82°40'32" WEST 176.11 FEET; THENCE
28. SOUTH 14°13'37" EAST 322.58 FEET TO THE SOUTHERLY LINE OF SAID
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE
29. ALONG LAST SAID SOUTHERLY LINE SOUTH 89°34'48" WEST 252.89 FEET
TO THE POINT OF BEGINNING.

CONTAINING 9.93 ACRES, MORE OR LESS.

Scale: 1"=300'

EXHIBIT "B"

EXHIBIT MAP GRANT DEED

IN THE CITY OF SANTA CLARITA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

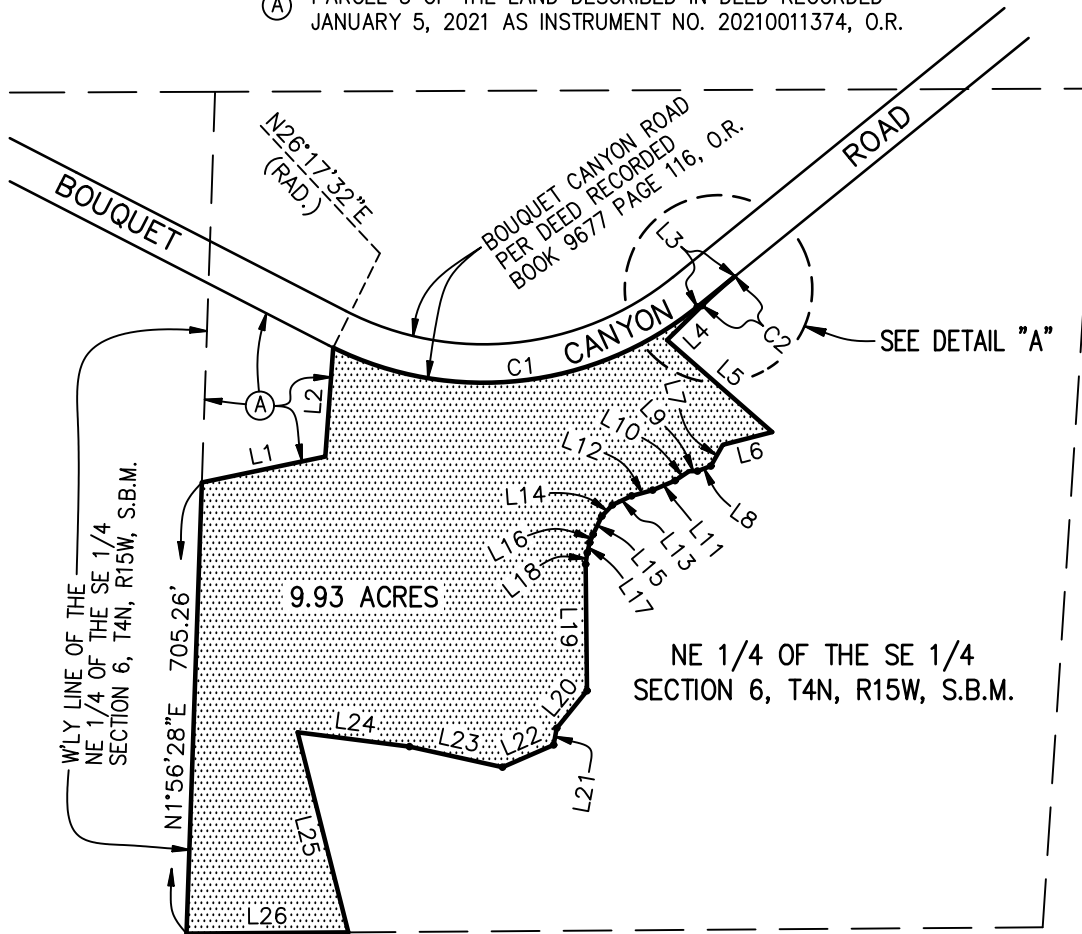
 CITY OF SANTA CLARITA FEE
PARCELS AREA = 10.45 ACRES

(A) PARCEL 3 OF THE LAND DESCRIBED IN DEED RECORDED
JANUARY 5, 2021 AS INSTRUMENT NO. 20210011374, O.R.

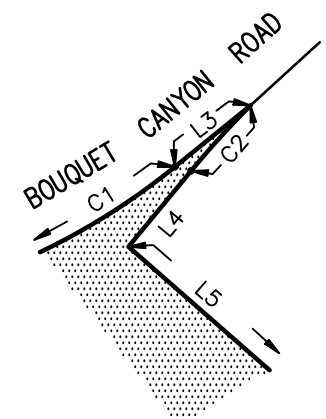
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	65°21'39"	530.00'	604.60'
C2	5°26'57"	725.00'	68.95'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N78°07'43"E	197.13'
L2	N4°10'54"E	170.58'
L3	N50°55'53"E	76.10'
L4	S45°28'56"W	76.88'
L5	S48°48'27"E	218.24'
L6	S75°34'31"W	79.68'
L7	S29°23'24"W	38.13'
L8	S69°20'45"W	22.39'
L9	S89°22'17"W	12.99'
L10	S56°08'08"W	26.43'
L11	S66°56'20"W	38.04'
L12	S74°41'15"W	34.10'
L13	S64°38'39"W	33.33'
L14	S43°29'36"W	24.22'
L15	S25°22'24"W	31.59'
L16	S22°29'05"W	13.44'
L17	S13°38'43"W	16.55'
L18	S8°11'01"W	18.02'
L19	S0°36'57"E	197.79'

LINE TABLE		
LINE	DIRECTION	LENGTH
L20	S38°59'38"W	75.29'
L21	S10°17'30"W	26.48'
L22	S66°28'19"W	87.15'
L23	N77°33'24"W	148.88'
L24	N82°40'32"W	176.11'
L25	S14°13'37"E	322.58'
L26	S89°34'48"W	252.89'



SEE DETAIL "A"

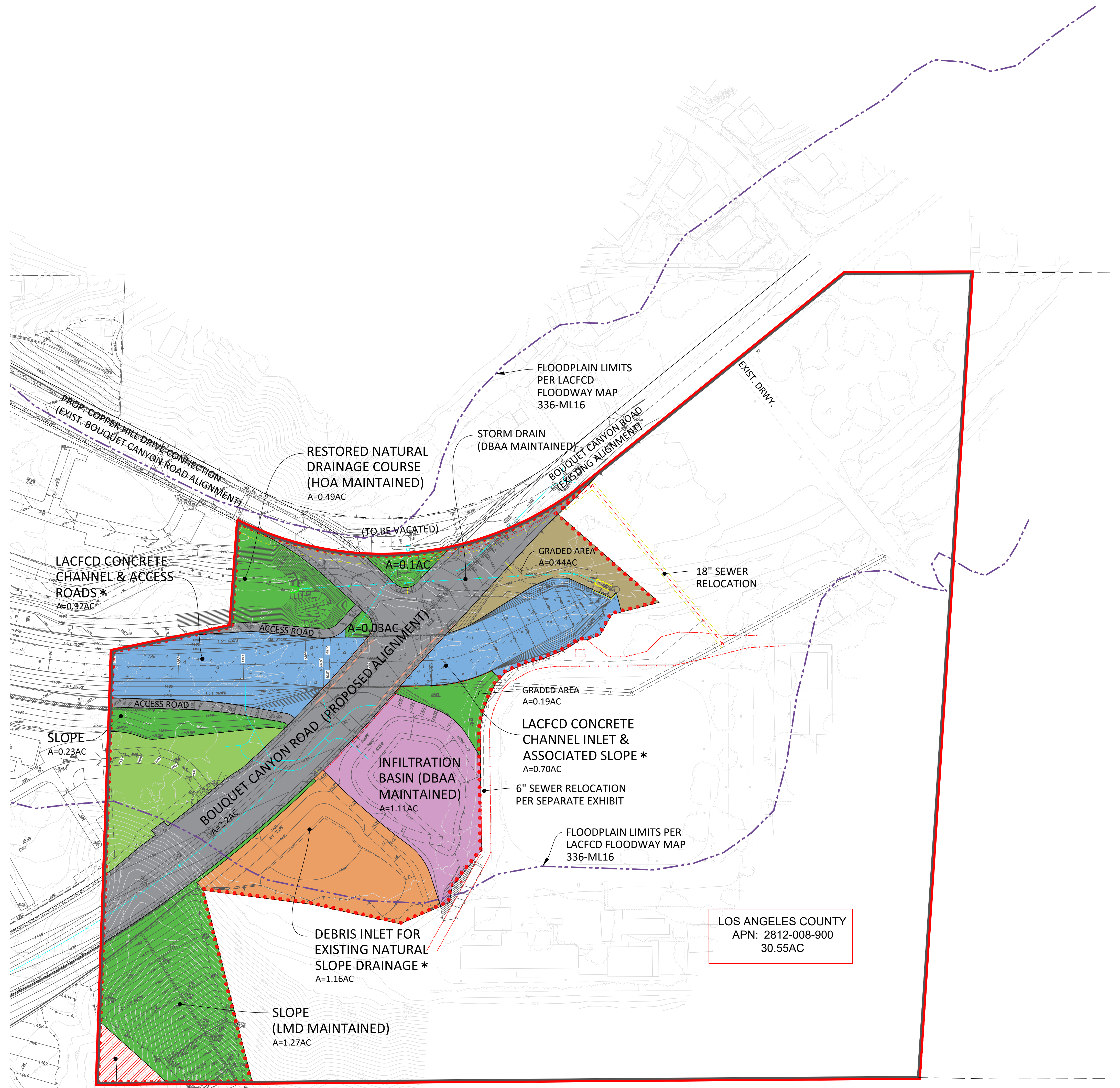


DETAIL "A"
NOT TO SCALE

P.O.B.
SW COR. OF THE NE 1/4 OF THE SE 1/4
OF SECTION 6, T4N, R15W, S.B.M.

EXHIBIT "B"

MAP OF PROPERTY TO BE SOLD



LOS ANGELES COUNTY
 APN: 2812-008-900
 30.55AC

*ULTIMATE LACFCF FEE

— COUNTY OWNERSHIP
 LIMITS OF ACQUISITION
 TOTAL : 9.92 ACRES

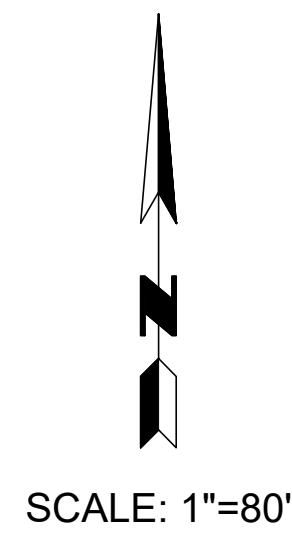
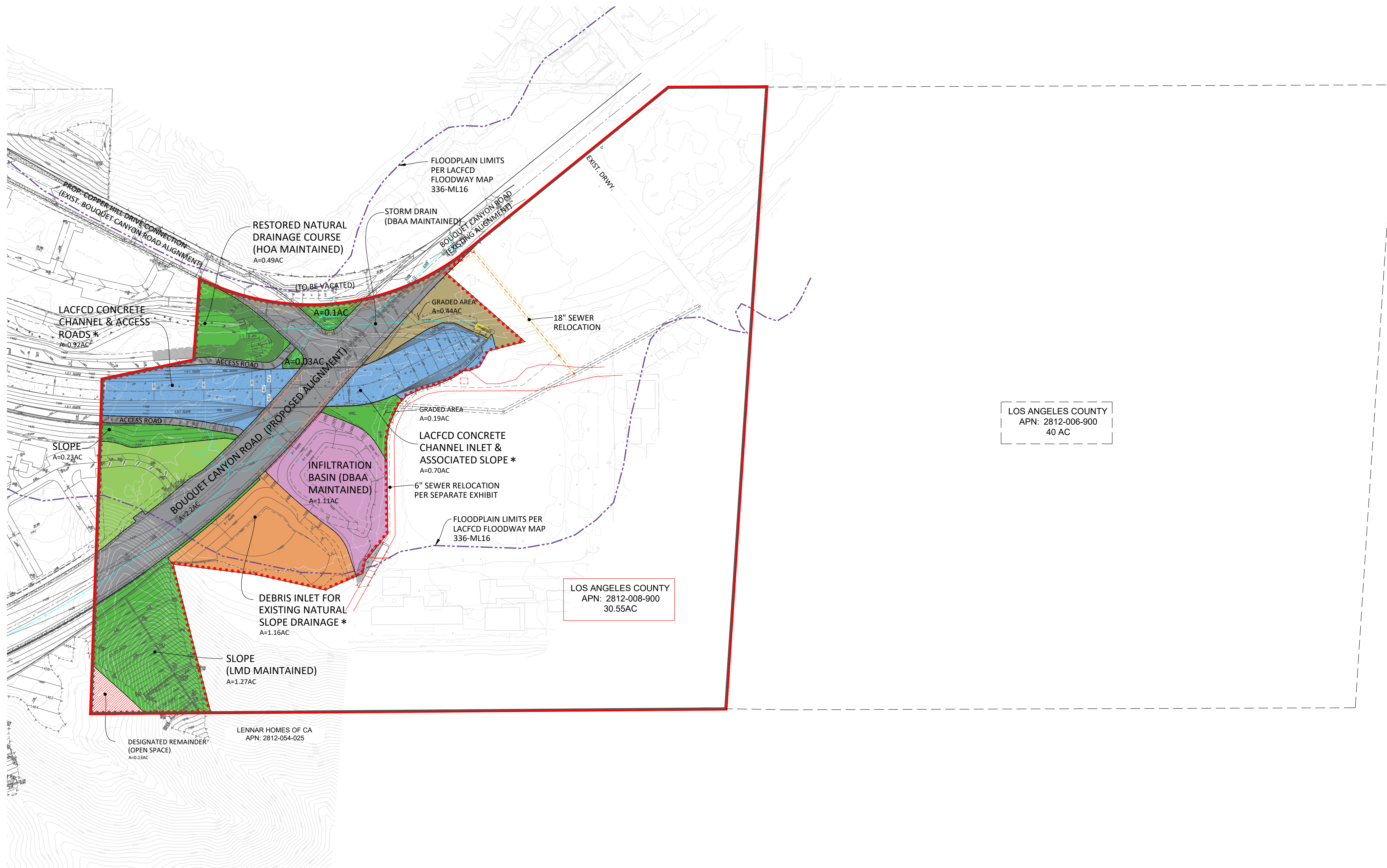


EXHIBIT "C"

DEPICTION OF SEWER LINE TO BE REPLACED



LOS ANGELES COUNTY
 APN: 2812-006-900
 40 AC

LOS ANGELES COUNTY
 APN: 2812-008-900
 30.55AC

LENNAR HOMES OF CA
 APN: 2812-054-025

DESIGNATED REMAINDER
 (OPEN SPACE)
 A=0.13AC

— COUNTY OWNERSHIP
 LIMITS OF ACQUISITION
 TOTAL : 9.92 ACRES

08-21-2024

PREPARED FOR:
INTEGRAL COMMUNITIES
 888 SAN CLEMENTE DR., STE 100
 NEWPORT BEACH, CA 92660
 (949) 999-5714



PREPARED BY:
SIKAND
 Engineering | Planning | Surveying
 15230 Burbank Blvd.
 Van Nuys, CA 91411
 Tel: (818) 787-8550
 Fax: (818) 901-7451
 info@sikand.com

**BOUQUET CANYON PROJECT
 ENCROACHMENT EXHIBIT
 TENTATIVE TRACT NO. 82126**

SHEET 2 OF 2

EXHIBIT "D"
QUITCLAIM DEED

RECORDING REQUESTED BY: *
City of Santa Clarita *
Engineering Services Division *
23920 Valencia Boulevard, Suite 140 *
Santa Clarita, CA 91355 *

AND MAIL TO: *
Mary Cusick, City Clerk *
City of Santa Clarita *
23920 Valencia Boulevard, Suite 120 *
Santa Clarita, CA 91355 *

Space above this line for Recorder's use _____

DOCUMENTARY TRANSFER TAX: Exempt (Revenue and Taxation Code Section 11922)
RECORDING FEE: EXEMPT: (Government Code Section 27383)

TAX PARCELS: APN: 2812-008-900 (Portion)
APN: 2812-008-901 (Portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("County of Los Angeles") for valuable consideration, receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

THE CITY OF SANTA CLARITA, A MUNICIPAL CORPORATION ("Grantee")

all of the County's right, title and interest in and to the described real property ("Property").

The Property is located in the City of Santa Clarita, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and depicted in Exhibit B, incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties, and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. County's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.
- d. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property.
- e. Property to be used for roadway, highway, drainage purposes, and associated uses only.
- f. Upon completion of the City improvements on the Property, Buyer shall hire a licensed surveyor who will set monument/set boundaries and/or permanent corners, to the County's satisfaction, for the new property line.
- g. Buyer shall consult with the County prior to the design or construction of any changes or improvements that would have any potential impacts on the drainage system or the adjoining Camp property located at 28700 Bouquet Canyon Road, Santa Clarita. Buyer shall not make any changes or improvements to its operation and maintenance of the Property that increases storm water or any other run-off onto the Camp property. In the event any damage is caused to the Camp property as a result of Buyer's increased storm water and/or run-off, Buyer will be responsible for the cost of County repairing and or replacing any and all damage caused to the Camp property.
- h. Prior to the one (1) year anniversary of the City acquiring title to the Property, as described herein, Buyer shall commence construction of Camp property improvements ("Improvements") consisting of a sewer line relocation, new fence, an access road, and lighting fixtures and equipment as approved by the County. Commencement of construction of Improvements shall be defined as issuance of building permits by DPW. Said fencing and lighting improvements will be constructed on the new property line between the Property and the County-owned Camp property. Said details of the lighting and fencing plan including the material, road width, location, height

specification, and electrical and lighting specifications will be reviewed and approved by the County prior to commencement of construction. Buyer is responsible for obtaining all necessary County approvals, local jurisdiction approvals, and CEQA approvals prior to commencing work. Upon obtaining said approvals, and before commencing said fencing and lighting work, Buyer shall coordinate with Probation to ensure the work does not interfere with Camp operations. The work shall be deemed complete upon acceptance of the fencing, access road, and lighting improvements by the County.

- i. If County determines that the record owner of the Property is not complying with the restrictions set forth in the Purchase and Sale Agreement entered into by the County of Los Angeles and Grantee and/or as set forth herein ("Default Condition"), the County will give written notice to the record owner of the Property and the record owner shall have thirty (30) days from the date of the notice to cure the Default Condition. If the Default Condition is not so cured within the thirty (30) day timeframe, County may elect, at its sole discretion, to: (a) cure said Default at record owner's cost, or (b) file an action seeking specific performance of the record owner's restrictions/obligations.
- j. For purposes of both this Agreement and the related Quitclaim Deed, the following terms shall have the following definitions:
 - 1. "Habitable Structure" is any enclosed structure having any type of electrical and/or plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and/or (2) bathroom facilities including toilets, sinks, tubs, and showers.
 - 2. "Record Owner" means the Buyer and any successor or assign, including without limitation any future buyers or owners of the Property.

Dated _____

COUNTY OF LOS ANGELES
a body politic and corporate

FESIA A. DAVENPORT
Chief Executive Officer

By _____

John T. Cooke
Assistant Chief Executive Officer

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

Deputy

EXHIBIT " A "
LEGAL DESCRIPTION

GRANT DEED
IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 6; THENCE

1. ALONG THE WESTERLY LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6 NORTH $01^{\circ}56'28''$ EAST 705.26 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED AS PARCEL 3 IN DEED TO LENNAR HOMES OF CALIFORNIA, INC. RECORDED JANUARY 5, 2021 AS INSTRUMENT NO. 20210011374, OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY; THENCE
2. ALONG THE SOUTHERLY LINE OF SAID PARCEL 3 NORTH $78^{\circ}07'43''$ EAST 197.13 FEET TO EASTERLY TERMINUS THEREOF; THENCE
3. ALONG THE EASTERLY LINE SAID PARCEL 3 NORTH $04^{\circ}10'54''$ EAST 170.58 FEET TO A POINT ON THE SOUTHERLY LINE OF BOUQUET CANYON ROAD, 60 FEET WIDE, AS DESCRIBED IN DEED RECORDED IN BOOK 9677 PAGE 116, OF OFFICIAL RECORDS, RECORDS OF SAID COUNTY, ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 530.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH $26^{\circ}17'32''$ EAST; THENCE
4. EASTERLY ALONG SAID SOUTHERLY LINE OF BOUQUET CANYON ROAD AND SAID CURVE THROUGH A CENTRAL ANGLE OF THE $65^{\circ}21'39''$ AN ARC DISTANCE OF 604.60 FEET; THENCE
5. TANGENT TO SAID CURVE AND ALONG THE SOUTHEASTERLY LINE OF SAID BOUQUET CANYON ROAD NORTH $50^{\circ}55'53''$ EAST 76.10 FEET TO A POINT OF CUSP AT THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 725.00 FEET; THENCE
6. LEAVING SAID SOUTHEASTERLY LINE AND SOUTHWESTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $5^{\circ}26'57''$ AN ARC DISTANCE OF 68.95 FEET; THENCE
7. TANGENT TO LAST SAID CURVE SOUTH $45^{\circ}28'56''$ WEST 76.88 FEET; THENCE
8. SOUTH $48^{\circ}48'27''$ EAST 218.24 FEET; THENCE
9. SOUTH $75^{\circ}34'31''$ WEST 79.68 FEET; THENCE
10. SOUTH $29^{\circ}23'24''$ WEST 38.13 FEET; THENCE
11. SOUTH $69^{\circ}20'45''$ WEST 22.39 FEET; THENCE
12. SOUTH $89^{\circ}22'17''$ WEST 12.99 FEET; THENCE
13. SOUTH $56^{\circ}08'08''$ WEST 26.43 FEET; THENCE
14. SOUTH $66^{\circ}56'20''$ WEST 38.04 FEET; THENCE
15. SOUTH $74^{\circ}41'15''$ WEST 34.10 FEET; THENCE

EXHIBIT " A "
LEGAL DESCRIPTION
(CONTINUED)

16. SOUTH 64°38'39" WEST 33.33 FEET; THENCE
17. SOUTH 43°29'36" WEST 24.22 FEET; THENCE
18. SOUTH 25°22'24" WEST 31.59 FEET; THENCE
19. SOUTH 22°29'05" WEST 13.44 FEET; THENCE
20. SOUTH 13°38'43" WEST 16.55 FEET; THENCE
21. SOUTH 08°11'01" WEST 18.02 FEET; THENCE
22. SOUTH 00°36'57" EAST 197.79 FEET; THENCE
23. SOUTH 38°59'38" WEST 75.29 FEET; THENCE
24. SOUTH 10°17'30" WEST 26.48 FEET; THENCE
25. SOUTH 66°28'19" WEST 87.15 FEET; THENCE
26. NORTH 77°33'24" WEST 148.88 FEET; THENCE
27. NORTH 82°40'32" WEST 176.11 FEET; THENCE
28. SOUTH 14°13'37" EAST 322.58 FEET TO THE SOUTHERLY LINE OF SAID
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6; THENCE
29. ALONG LAST SAID SOUTHERLY LINE SOUTH 89°34'48" WEST 252.89 FEET
TO THE POINT OF BEGINNING.

CONTAINING 9.93 ACRES, MORE OR LESS.

Scale: 1"=300'

EXHIBIT "B"

EXHIBIT MAP GRANT DEED

IN THE CITY OF SANTA CLARITA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

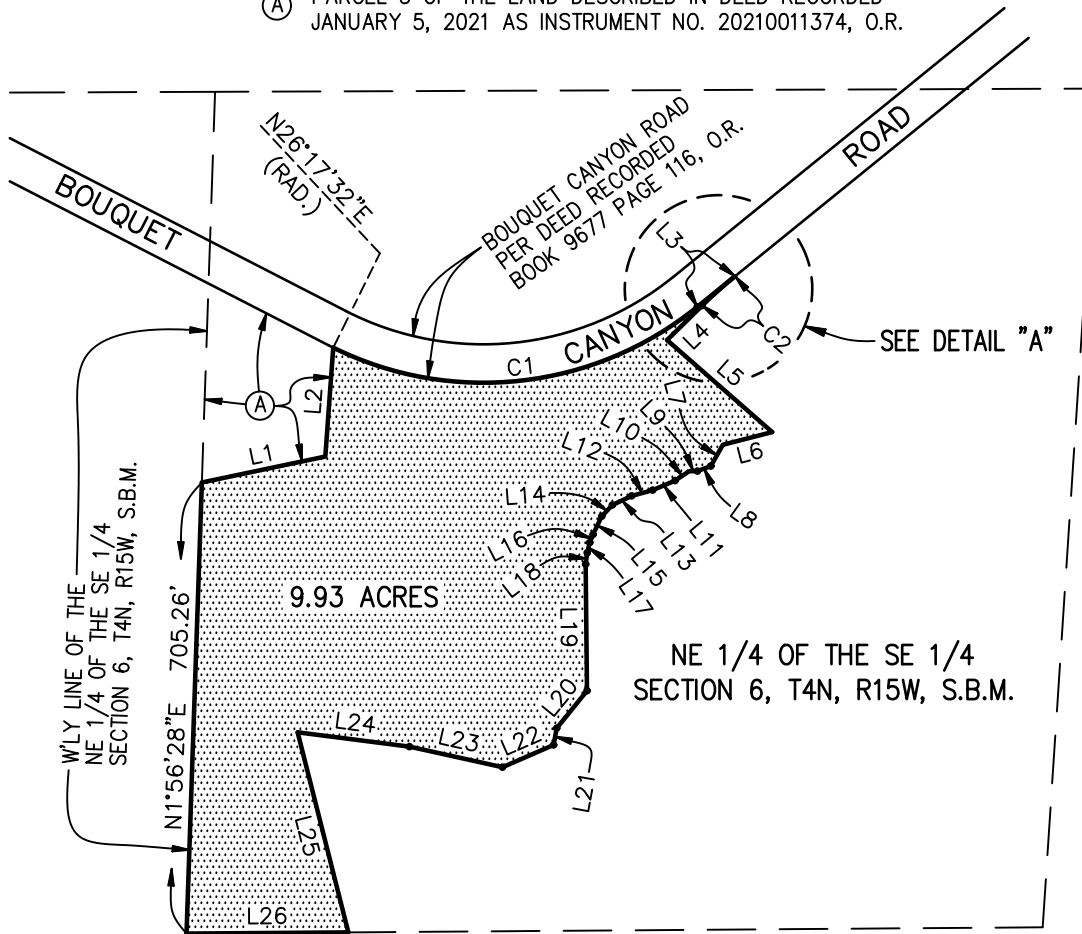
 CITY OF SANTA CLARITA FEE
PARCELS AREA = 10.45 ACRES

(A) PARCEL 3 OF THE LAND DESCRIBED IN DEED RECORDED
JANUARY 5, 2021 AS INSTRUMENT NO. 20210011374, O.R.

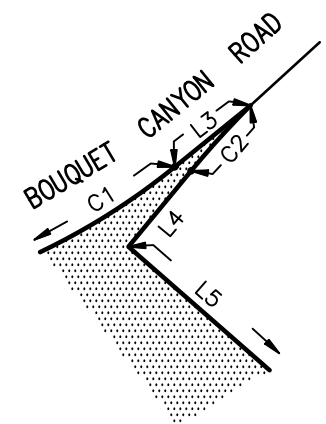
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	65°21'39"	530.00'	604.60'
C2	5°26'57"	725.00'	68.95'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N78°07'43"E	197.13'
L2	N4°10'54"E	170.58'
L3	N50°55'53"E	76.10'
L4	S45°28'56"W	76.88'
L5	S48°48'27"E	218.24'
L6	S75°34'31"W	79.68'
L7	S29°23'24"W	38.13'
L8	S69°20'45"W	22.39'
L9	S89°22'17"W	12.99'
L10	S56°08'08"W	26.43'
L11	S66°56'20"W	38.04'
L12	S74°41'15"W	34.10'
L13	S64°38'39"W	33.33'
L14	S43°29'36"W	24.22'
L15	S25°22'24"W	31.59'
L16	S22°29'05"W	13.44'
L17	S13°38'43"W	16.55'
L18	S8°11'01"W	18.02'
L19	S0°36'57"E	197.79'

LINE TABLE		
LINE	DIRECTION	LENGTH
L20	S38°59'38"W	75.29'
L21	S10°17'30"W	26.48'
L22	S66°28'19"W	87.15'
L23	N77°33'24"W	148.88'
L24	N82°40'32"W	176.11'
L25	S14°13'37"E	322.58'
L26	S89°34'48"W	252.89'



SEE DETAIL "A"



DETAIL "A"
NOT TO SCALE

P.O.B.
SW COR. OF THE NE 1/4 OF THE SE 1/4
OF SECTION 6, T4N, R15W, S.B.M.

EXHIBIT "E"
COVENANT AND AGREEMENT

RECORDING REQUESTED BY & MAIL TO:

County of Los Angeles
Chief Executive Office - Real Estate Division
County of Los Angeles
320 West Temple Street, 7th Floor
Los Angeles, California 90012
Attention: Joyce Chang, Senior Manager

APNs: 2812-008-900_(Portion) and 2812-008-901 (Portion)

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVENANT FOR MAINTENANCE OF DRAINAGE, AND COVENANT OF USE RESTRICTIONS

THIS COVENANT FOR MAINTENANCE OF DRAINAGE, AND COVENANT OF USE RESTRICTIONS (hereinafter collectively referred to as the "Agreement") is made by and between the COUNTY OF LOS ANGELES, a body corporate and politic, (hereinafter "County"), and the CITY OF SANTA CLARITA, a municipal corporation (hereinafter "City") as of the ____ day of _____, 2024. County and City may be referred to herein individually as a "Party" or collectively as the "Parties."

I. COVENANT FOR MAINTENANCE OF DRAINAGE

City covenants and agrees that:

1. City acknowledges that inadequate maintenance of the drainage system, at that certain parcel of real property legally described in Exhibit A and depicted in Exhibit B (the "Property") would potentially result in adverse impacts to the adjacent County property.
2. City shall maintain the drainage system on the Property to prevent erosion, remove sediment and collect debris so that it does not impact the drainage system on adjacent County property.
3. City shall submit design plans to the County prior to the construction of any changes or improvements at the Property that would have any potential impacts on the drainage system or the adjoining County property.
4. City shall not make any changes or improvements or changes to its operation and maintenance of the Property that increases storm water or any other run-off onto immediately adjacent County property over existing baseline conditions.
5. City further covenants that City shall not in any way interfere with the Established Drainage, as that term is defined herein, on the adjacent County property, commonly known as Probation Camp Scott (Camp Property) located at 28700 Bouquet Canyon Road, Santa Clarita, CA 91390 and known as APN: 2812-008-900 and 2812-008-901, without prior written approval of County. In the event it is necessary to change the Established Drainage over Camp Property, the City will be responsible for providing proper drainage in accordance with approved plans, applicable governmental codes and requirements. For the purpose hereof "Established Drainage"

is defined as the drainage that existed at the time of the overall grading of the Camp Property, including the landscaping existing or to be placed by the undersigned.

6. City makes the aforementioned covenant to maintain drainage on behalf of itself and its successors and assigns and the covenant to maintain drainage shall run with the Property and shall be binding upon City, and future owners, encumbrances, their successors, heirs or assignees and shall continue in effect in perpetuity.

II. COVENANT OF USE RESTRICTIONS

City covenants and agrees that:

7. City will continue to operate and maintain the Property for road, highway and drainage purposes and associated uses only, in perpetuity, and as part of City's street and highway systems, and Los Angeles County Flood Control District systems, in compliance with all applicable laws and all good and accepted engineering practices. City makes the aforementioned covenant on behalf of itself and its successors and assigns and the covenant shall run with the Property and shall be binding upon City, and future owners, encumbrances, their successors, heirs or assignees and shall continue in effect in perpetuity.

8. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property. "Habitable Structure" is any enclosed structure having any type of electrical and/or plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers. City makes the aforementioned covenant on behalf of itself and its successors and assigns and the covenant shall run with the Property and shall be binding upon City, and future owners, encumbrances, their successors, heirs or assignees and shall continue in effect in perpetuity.

9. Upon completion of the City improvements on the Property, Buyer shall hire a licensed surveyor who will set permanent corners for the new property line of that certain parcel of real property legally described in Exhibit A.

10. Prior to the one (1) year anniversary of the City acquiring title to the Property described in Exhibit A, City shall commence construction of Camp property improvements ("Improvements") consisting of a sewer line relocation, new fence, an access road, and lighting fixtures and equipment as approved by the County. Commencement of construction of Improvements shall be defined as issuance of building permits by DPW. Said fencing and lighting improvements will be constructed on the new property line between the Property and the County-owned Camp property. Said details of the lighting and fencing plan including the material, road width, location, height specification, and electrical and lighting specifications will be reviewed and approved by the County prior to commencement of construction. Buyer is responsible for obtaining all necessary County approvals, local jurisdiction approvals, and CEQA approvals prior to commencing work. Upon obtaining said approvals, and before commencing said fencing and lighting work, Buyer shall coordinate with Probation to ensure the work does not interfere with Camp operations. The work shall be deemed complete upon acceptance of the fencing, access road, and lighting improvements by the County.

III. MISCELLANEOUS

11. During City's ownership of the Property, City covenants and agrees that City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's failure to perform its obligations under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. Upon City's sale or other transfer of any portion of the Property, any subsequent owner of any such transferred portion of the Property shall, for itself, its heirs, successors and assigns, indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement from and after the date of any such transfer, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

13. If County determines that the City is not complying with this Agreement ("Default Condition"), the County will give written notice to the City of the Default Condition and the City shall have thirty (30) days from the date of the notice to cure the Default Condition or to dispute the County's determination. If the Default Condition is not so cured or disputed within the 30-day timeframe, County may elect, at its sole discretion, to: (a) cure said Default Condition at City's sole cost and expense, or (b) file an action seeking specific performance of the City's restrictions and/or obligations.

14. This Agreement and its Exhibits contain the entire agreement of the Parties and supersedes all prior agreements or understandings of the Parties, whether written or oral, regarding the subject matter of this Agreement.

15. Captions and section headings are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

16. Time is and shall be of the essence as to each and every provision contained in this Agreement.

17. Each Party represents and warrants that all persons executing this Agreement on its behalf have the authority to execute this Agreement on behalf of that Party.

18. This Agreement shall be interpreted and constructed in accordance with California law.


[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, County and City have caused this instrument to be duly executed on their behalf by their authorized representative as of the date set forth above.

CITY:

CITY OF SANTA CLARITA

By:



City Manager

COUNTY:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By:

John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/ County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy